

**E-109-15**SERVICE: Youth Drug Abuse-Education

Contract Details

NIFS ID #: CQHS15-000-143

NIFS Entry Date: 05/26/15

Term: from 1/1/15 to 12/31/16

For 2015 Year Services

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES# None

1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Agency Information

Vendor	
Name National Society for Hebrew Day Schools	Vendor ID# 13-2691342
Address 813 Qunetin Road, Suite 203, Brooklyn, NY 11223	Contact Person Mr. Martin Wangrofsky
E-mail:	Phone 516-718-787-4412

County Department
Department Contact: Donnie Eng
Address: 60 Chas Lindbergh Blvd. Ste. 200, Uniondale
Phone: 516-227-8957

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fwd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/>	5/26/15	<i>[Signature]</i>	
5/28/15	OMB	NIFS Approval <input checked="" type="checkbox"/>	5/29/15	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
6/4/15	County Attorney	CA RE&I Verification <input checked="" type="checkbox"/>	6/5/15	<i>[Signature]</i>	
6/5/15	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	6/5/15	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	County Attorney	NIFS Approval <input type="checkbox"/>			
	County Comptroller	NIFS Approval <input type="checkbox"/>			
6/5/15	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	6/5/15	<i>[Signature]</i>	

2015 JUN - 5 P 4: 21

RECEIVED
CLERK OF THE LEGISLATURE
NASSAU COUNTY



Contract Summary

Description:
Purpose: The program provides outpatient services to a mainly adolescent population, families and significant others who are experiencing difficulties in life due to their own or someone else's substance abuse.
Method of Procurement: The Department contracts with a group of agencies, all of whom are NYS Office of Alcoholism and Substance Abuse Services (OASAS) licensed not-for-profit organizations. Each agency in the latter group is utilized by the Department. Every agency's program is evaluated at least annually by the Department and OASAS regarding efficiency, productivity and license renewal. The funding for each program is determined according to a State aid authorization schedule provided to the Department by OASAS.
Procurement History: The not for profit agency delivering these services is part of a cadre of specialized substance abuse/chemical dependency (Drugs & Alcohol) treatment providers who have maintained a multi-year service delivery relationship with the Department.
Description of General Provisions: The program provides intake assessment, individual and group counseling to adolescents, families and significant others as well as the identified substance abuser.
Impact on Funding / Price Analysis: This program is funded by NYS-OASAS.
Change in Contract from Prior Procurement: none.
Recommendation: (approve as submitted)

Advisement Information

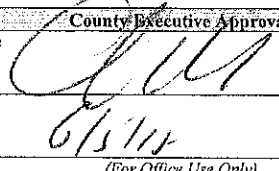
BUDGET CODES	
Fund:	GRT
Control:	F1
Resp:	F100-X5
Object:	511
Transaction:	103

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$
Federal	\$
State	\$71,563
Capital	\$
Other	\$
TOTAL	\$71,563

LINE	INDEX/OBJECT CODE	AMOUNT
1	BHGRT F100FSA/X5/DE511	\$71,563
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$71,563

Document Prepared By: **Donnie Eng**Date: **05/26/15**

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 
Name	Name	Date 6/5/15
Date	Date	(For Office Use Only)
		E #:

RULES RESOLUTION NO. – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE
DEPARTMENT OF HUMAN SERVICES, OFFICE OF MENTAL
HEALTH, CHEMICAL DEPENDENCY AND DEVELOPMENTAL
DISABILITIES SERVICES AND NATIONAL SOCIETY FOR HEBREW
DAY SCHOOLS

WHEREAS, the County has negotiated a personal services agreement with National Society for Hebrew Day Schools to provide outpatient services to a mainly adolescent population, families and significant others who are experiencing difficulties in life due to their own or someone else's substance abuse, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with National Society for Hebrew Day Schools.



Nassau County Human Services Universal Budget Form

Return to Face Sheet

Contract # _____ 0

Contract Name: National Society for Hebrew Day Schools

Program Name: School Based Prevention (OASAS)

Select Line To
Work On Here

Budget Summary

Work on Salary
and Fringe

Work on Line 2

Work on Line 3

Work on Line 4

Work on Line 5

Work on Line 6

Work on Line 7

Work on Line 8

Work on Line 9

Work on Line 10

Work on Line 11

Agency
Contribution

Line #	Expense type	Total \$
1a	Salary	\$43,404
1b	Fringe	\$9,061
1 Total	Personnel (Salary plus Fringe)	\$52,465
2	Consultant(s)	\$0
3	Travel / Per Diem / Transportation	\$0
4	Equipment	\$544
5	Supplies	\$765
6	Contractual Services	\$978
7	Rent/Utilities	\$5,203
8	Department Specific Costs	\$0
9	Other Costs	\$2,544
10	Administrative Overhead	\$9,064
	Gross Expenditures (Lines 1 – 10)	\$71,563
11	Revenue, Income, Agency Contribution, Matches	\$0
	Net Budget Total (Lines 1 – 10 minus line 11)	\$71,563
	Agency Contribution	\$0
	Net Contract Total (Net Budget Total minus Agency Contribution)	\$71,563

Return to Face Sheet

Administrative Approval of Universal Budget Form:

Department Head Approval _____

Fiscal Approval _____

Program Head Approval _____



Nassau County Human Services
Universal Budget Form

5/13/2015

Universal Budget Form
Nassau County Human Services

Line 1 - Personnel

[Return to Summary Page](#)

Cost of salaries and/or wages of personnel assigned to the project

----- Contract Amount Only -----

Staff Title/Name	# of Staff	Explanation/Description of Function/Expense	FTE	Salary \$	Fringe \$	Total \$
School Counselor	3	Prevention/Education	1.00	\$24,633		\$24,633
Clinical Supervisors	2	Supervision of School Counselors	0.27	\$11,186		\$11,186
Office Worker	2	Secretary	0.10	\$7,585		\$7,585
		Fica			\$3,895	\$3,895
		Unemployment			\$1,527	\$1,527
		Retirement			\$93	\$93
		Disability			\$228	\$228
		Health Insurance			\$3,136	\$3,136
		Dental Insurance			\$182	\$182
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
Line 1 Total		n/a	n/a	\$43,404	\$9,061	\$52,465

Notes:

1. Personnel cost is salaries and/or wages (including base, OT, differentials, etc.) of personnel assigned to the proj



George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: National Society for Hebrew Day Schools

CONTRACTOR ADDRESS: 813 Quentin Road, Suite 203, Brooklyn, NY 11223

FEDERAL TAX ID #: 132691342

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). _____. [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

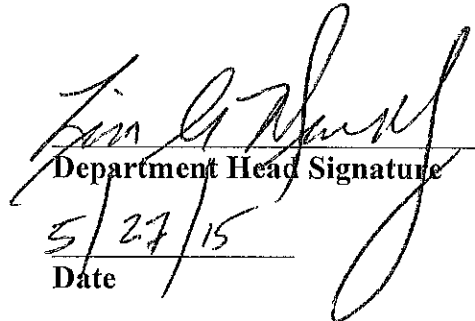
VI. ☒ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature
5/27/15

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

EDWARD P. MANGANO
COUNTY EXECUTIVE

LISA A. MURPHY
COMMISSIONER



JAMES R. DOLAN, JR., D.S.W., L.C.S.W.
DIRECTOR OF COMMUNITY SERVICES

COUNTY OF NASSAU DEPARTMENT OF HUMAN SERVICES

**OFFICE OF MENTAL HEALTH, CHEMICAL DEPENDENCY
AND DEVELOPMENTAL DISABILITIES SERVICES**

60 Charles Lindbergh Boulevard, Suite 240, Uniondale, New York 11553-3690
(516) 227-7007; FAX NO. (516) 227-7369

May 7, 2015

RE: National Society for Hebrew Day School

National Society for Hebrew Day School Community Prevention Agency will be able to provide much needed life skills training and substance abuse prevention services to the youth and families of the Hebrew Day School community. This Agency will provide both prevention counseling and evidence-based curricula to students on the elementary school level, as well as, parents.

The National Society has expertise in the this area and is capable of providing appropriate services to encourage healthy behaviors that will affect the well-being of the youth and families in this community.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Dolan", is written over the word "Sincerely,".

James R. Dolan Jr., DSW, LCSW
Director of Community Services

CONTRACT FOR OASAS YOUTH DRUG ABUSE SERVICES

THIS AGREEMENT, dated as of _____, 201____ (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Department of Human Services, Office of Mental Health, Chemical Dependency and Developmental Disabilities Services, having its principal office at 60 Charles Lindbergh Boulevard, Suite 200, Uniondale, N.Y. 11553-3687 (the "Department"), and (ii), **National Society for Hebrew Day Schools** a New York State not-for-profit corporation, having its principal office at **813 Quentin Road, Suite 203, Brooklyn, NY 11223** (the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter; and

WHEREAS, the Contractor desires to perform the services described in this Agreement; and

WHEREAS, the State of New York, through its Office of Alcoholism and Substance Abuse Services (the "Office"), is desirous of providing funding to the County in connection with the implementation and administration of effective policies and programs designed to carry out the services described in this Agreement and has formulated, set forth and outlined certain criteria and guidelines in connection therewith and has authorized the County on behalf of the Department to enter into agreements with contractors in cooperative efforts to accomplish such aims and purposes; and

WHEREAS, the Contractor is a not-for-profit corporation duly chartered by the State of New York and is empowered and authorized, among other things, to engage in Alcohol and/or Substance Abuse programs and has adequate facilities and competent personnel essential to the successful development and implementation of Education, Prevention and Treatment programs involving alcohol and substance abuse;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on January 1, 2015 and terminate on December 31, 2016, unless sooner terminated in accordance with the provisions of this Agreement, (each calendar year included in the term of this Agreement, an "Agreement Year"), subject to all the terms and conditions of this Agreement including that the County may terminate this Agreement and that funding for the second Agreement Year is in the sole and absolute discretion of the County.

2. Services. The services to be provided by the Contractor' under this Agreement (the "Services") shall be: as detailed in the Program Narrative(s) attached hereto as Appendix A (the "Program Narrative(s)") and the other appendices and attachments to this Agreement relating to the services being provided. Services shall be rendered in accordance with the terms of this Agreement.

3. Payment. (a) Amount of Consideration.

(i) First Agreement Year. The maximum amount that the County shall pay the Contractor as full consideration for all the Services provided under this Agreement during the first Agreement Year (the "First Year Maximum Amount") shall not exceed **Seventy One Thousand Five Hundred Sixty Three dollars (\$71,563.00)** to be paid as follows:

(A) One third (1/3) of the First Year Maximum Amount shall be paid in advance upon execution of this Agreement (the "Advance").

(B) Subsequent monthly installments shall be paid on a reimbursement basis for actual expenses incurred solely in accordance with the budget attached hereto.

(C) Generally, on each of the last four (4) claims of the Contractor made under this Agreement, the Contractor will reduce its amount claimed by one quarter (1/4) of the Advance. This recapture schedule may be modified at the Department's discretion, including, but not limited to, when and how many claims may be used to recapture the Advance. If amounts claimed are not sufficient to cover the amount of the Advance, the Contractor must submit a check to the County for the difference upon the filing of the Contractor's CFR as provided below.

(ii) Second Agreement Year.

(A) The maximum amount for the second Agreement Year of this Agreement (the "Second Year Maximum Amount") shall be such an amount as the County may, in its sole and absolute discretion, make available for such second Agreement Year. The County shall not be obligated to make any funding available for the second Agreement Year. If funds are available and the County elects to fund this Agreement for the second Agreement Year then the County shall notify the Contractor of the Second Year Maximum Amount. The notification will be in the form of a letter sent from the County to the Contractor and shall set forth the Second Year Maximum Amount. The Contractor must return the notification letter to the Department, countersigned, within sixty (60) days of receipt in order to accept the Second Year Maximum Amount. The parties agree that the execution of such letter by the County and the Contractor shall not constitute a binding agreement between the County and the Contractor, and the County shall not be liable for the payment of Second Year Maximum Amount, unless and until such funds have been approved by the Department and encumbered by the Comptroller. If the Contractor rejects the Second Year Maximum Amount, then this Agreement shall terminate as of the end of the first Agreement Year. If the Contractor does not advise the Department of its acceptance or rejection within the time frame stated above, then the County shall have the sole and absolute discretion of deeming the Second Year Maximum Amount rejected by the Contractor and, if the County has deemed the Second Year Maximum Amount rejected, this Agreement shall terminate as of the end of the first Agreement Year.

(B) If the County elects not to fund this Agreement for the second Agreement Year then the County shall send the Contractor notice of the same and this Agreement will terminate as of the date set forth in the County's notice or, if no termination date is set forth, then as of the end of the first Agreement Year.

(C) One third (1/3) of the Second Year Maximum Amount, shall be paid in advance upon execution of the funding letter by both parties.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears (except as set forth above in this Section) and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by a certified statement of expenses and income for the applicable period, in a form satisfactory to the County that includes in each expense row the name of the person or entity to whom or which payment was made and the amount of the payment, and states at the bottom of the payment column the aggregate amount of all payments for which reimbursement is claimed, and (d) if requested by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller"), is accompanied by specific documentation supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the Comptroller.

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month by the tenth (10th) of the month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County. The Contractor agrees to pursue all possible sources of revenue for the Services to be provided by this Agreement. The Contractor agrees that in no event shall funds available under this Agreement, including State Aid, be used to substitute for or supplant other available aid or revenue. The funds available through this Agreement shall be the last dollars spent.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for Services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

(f) Additional Payment Provisions. The following provisions shall also govern payment with respect to the items to which they relate:

(i) Reimbursement by the contractor Upon Loss of Funding. In addition to any other remedies available to the County, in the event that the County loses funding, including reimbursement, from the state or federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent, as hereinafter defined (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Maximum Amount shall be reduced by the amount equal to the sum of lost funding and the County may withhold from any payment due the Contractor under any agreement, or recover from the Contractor on demand, an amount equal to the sum of lost funding.

(ii) Budget. The amount to be paid to the Contractor for Services shall be in accordance with the line-item annual budget (the "Budget") attached to this Agreement. Amounts allocated to line items within the total amount of the Budget attached hereto may be transferred among items upon written request by the Contractor and approval by the County or Department. Any inconsistent provision of this Agreement notwithstanding, the Contractor agrees that any fees paid by or on behalf of a recipient to the Contractor for Services and activities conducted in implementing the program funded by this Agreement, and any income derived from any funds provided by the County or the Office pursuant to the Agreement, shall be accounted for and applied in such a manner and to such purpose as shall be provided by the budget for such program, approved in writing by the County or Department.

(iii) Reconciliation and No Rollover of Funds. On or before the last day of the third (3rd) month following the end of each Agreement Year and the termination of this Agreement, the Contractor shall file with the Department, in duplicate, certified reconciliation reports which shall in each case include a complete accounting of all monies received and expenditures made during the term of this Agreement. Any funds remaining unexpended shall be paid to the County simultaneously with the filing of the reconciliation report. Funds for one Agreement Year shall not be applied to or utilized for a different Agreement Year.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or as a Person with the authority to commit the County to any obligation. As used in this Agreement, the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including those relating to the Health Insurance Portability and Accountability Act of 1996 (as such is and shall be amended from time to time), and the rules and regulations promulgated thereunder, and the Business Associate Agreement attached hereto as Exhibit "D", conflicts of interest, discrimination, a living wage, disclosure of information, agency financial controls disclosure, confidentiality, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendices EE attached hereto and with the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted, including without limitation, those issued by the Office and the Department.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. (i) The Contractor shall fully comply with regulations relating to the confidentiality of alcohol and drug abuse patient records as published in the Federal Register, August 10, 1987, 42 CFR, Part 2, Vol. 52, No. 110, as may be amended from time to time. (ii) The Contractor shall comply with the provisions of Section 290-299 of the Executive Law and the Civil Rights Law of New York State, as amended, will furnish all information and reports deemed necessary by the New York State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the New York State Division of Human Rights, the Attorney General and the Industrial Commissioner for the purposes of investigation to ascertain compliance with the nondiscrimination clauses, the Executive Law and Civil Rights Law. (iii) The provisions of this Section shall survive the termination of this Agreement and any breach of these provisions shall be cause for immediate termination of this Agreement.

(e) The Contractor shall not discriminate in the admission, care, treatment, employment, and confidentiality of persons with AIDS or HIV-related medical conditions. Agencies found to have discriminated or to have breached the confidentiality of AIDS-related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusals to comply, state funding to such agencies will be terminated and/or administrative fines imposed.

(f) The Contractor shall fully comply with all applicable provisions of Part 84 of Title 45 of the Code of Federal Regulations, as may be amended from time to time, concerning nondiscrimination on the basis of handicap.

7. Minimum Service Standards. The provisions of this Section shall survive the termination of this Agreement. Regardless of whether required by Law and in addition to any other applicable provisions of this Agreement:

(a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) The Contractor, in accordance with Law, as hereinafter defined and under the guidance and jurisdiction of the Department and the Office, shall formulate, develop, and implement plans and programs in accordance with various treatment modalities for the prevention or treatment of chemical abuse.

(d) The Contractor shall maintain units of service and expectancies (which may be amended from time to time) established by the County, the Department and the Office.

(e) The Contractor shall provide Services, including, but not limited to, the following:

- (i) The planning of treatment according to acceptable medical and professional standards for effective services to the greatest number of clients without delay;
- (ii) The rendering of Services to adults and children under appropriate professional direction;
- (iii) Services of professional staff which shall be integrated through meetings and conferences for the planning for care for all clients;
- (iv) Consultant services to other County Departments, community agencies, and other groups to facilitate appropriate care and/or referral of the chemical abusing and addicted population as well as significant others;
- (v) To conduct outreach efforts for priority groups as established by the Department.

(f) The Contractor agrees to provide services as required by this Agreement, If necessary, at least three (3) evenings each week, if providing chemical dependency services.

(g) The Contractor's Director or the Coordinator of its chemical dependency services shall participate in six (6) mandated "Coordinators' meetings" per year. The Department will give notice to the Contractor as these meetings are scheduled.

(h) The Contractor shall maintain or cause to be maintained appropriate case records for each chemical abuser participating in the alcohol or substance abuse treatment program conducted pursuant to this Agreement which will permit the reporting of census, contacts or both on a monthly basis. Such report shall be submitted on forms designed by the Office and the Department in accordance with the instructions therefore.

(i) The Contractor shall keep, maintain and furnish statistics, data, case records and narrative reports as may be required and directed on forms designed by the Department and the Office and to make all such records available for inspection and copy at all times by authorized personnel of the Department and the Office.

(j) The Contractor shall furnish the Department with a copy of its annual operating schedule which shall include days and hours of operation and those periods of time, if any, when the facility will be closed, no later than forty-five (45) days before the beginning of the year in which the operating schedule will be effective.

(k) No person shall be denied services because of an inability to pay or because of, including but not limited to, race, sex, color, disability, marital status, creed or country of origin. The Contractor shall make no distinctions among participants under this Agreement on the basis of race, color, creed, national origin, sex, disability or marital status.

(l) Neither the Contractor nor any of its staff members shall serve private patients utilizing any funding provided to the Contractor under this Agreement. In addition, the Contractor shall not refer applicants for Services under this Agreement to any member of the Contractor staff for private treatment. In addition, no patient applying for or currently receiving Services from the Contractor may be referred to a private practice setting in which a Contractor staff member shares a board, fiduciary or professional arrangement, including private group practices, professional corporations or other for-profit entities providing any kind of behavioral health care services, including mental health evaluation and counseling, inpatient and residential care or vocational services.

(m) No chief administrator, executive officer, executive director, head of staff or person holding a similar position shall be appointed by the Contractor to administer or work in this program, except with the written approval of the Department. The Contractor shall notify the Department in writing no less than thirty (30) days prior to anticipated changes in personnel at the Executive and/or Program Director level, or in the administrative oversight of the organization, or in the location of any Services funded through the Department and the Office.

(n) The Contractor shall review and evaluate its program, as frequently as may be necessary, but at least annually, and submit such evaluation report on forms designated by the Department to insure that its program is being effectively implemented, and shall encourage the Contractor staff to continue their training and education in maintaining the quality of the Contractor's service.

(o) The Contractor shall forward to the Department copies of annual reports, evaluations.

(p) Both parties hereto agree that they will aid and cooperate with each other and the Office in the coordination of all activities herein contemplated in an effort to maximize results for those exposed to or likely to be exposed to chemical abuse.

(q) The Contractor shall [1] staff a sufficient number of multi-lingual direct service workers to provide needed services to non-English speaking populations eligible to attend program or demonstrate regular, on-going recruitment efforts to hire sufficient numbers of multi-lingual direct service workers, and [2] provide, at least on an annual basis, relevant cultural diversity training for staff sensitivity to the cultural and ethnic background of the consumer populations it serves.

(r) The Contractor, to the extent permitted by Law and at the County's direction, shall cooperate in all reasonable respects with the County in educating and assisting clients in obtaining health and human services through the County's No Wrong Door initiative. In furtherance thereof, the Contractor shall comply with the requirements of Appendix M attached hereto ("Extended Services").

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance.

The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination. As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement, the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County to insure proper care and referral of patients to other suitable facilities, adequate disposition of case records, and appropriate disposition of property, equipment and funds vested in the name of the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. (a) The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

(b) The Contractor agrees that, if notified by the Department that the Contractor is a Subrecipient of federal funds as part of the reimbursement against this Agreement, the Contractor shall comply with all the applicable compliance and audit requirements of OMB Circular A-133 as amended, including but not limited to ensuring that the required audits are performed and appropriate corrective action is taken promptly. The Contractor shall permit the County and its auditors to have access to the Contractor's records and financial statements as necessary for the County to review the Contractor's compliance. The Contractor shall fully cooperate with the Department in the Department's monitoring of the Contractor's adherence to the applicable federal laws and regulations, if applicable.

(c) Inventory. (i) Title to all equipment, supplies, material and furniture purchased with funds paid under this Agreement (the "Equipment") shall vest in the County or the Office, as applicable, and the Equipment shall not be disposed of without the prior written approval of the County.

(ii) The Contractor shall submit to the Department, at least fifteen (15) days prior to the placing of an order to purchase furniture and/or equipment, a list which shall set forth the number of such items proposed to be purchased, their respective intended location and use, the estimated unit price, the estimated total price of the proposed order, and three (3) bids on each item proposed to be purchased, as required by the County. The Contractor shall secure written approval from the Department and the Office prior to the placing of any order to purchase, as required.

(a) The Contractor shall, upon discovery of a theft or unexplained disappearance of any item of furniture or equipment, promptly report the matter to the police and the Department.

(b) The Contractor must also make a record of the disappearance, including a record of the results of any investigation which may be made.

(iii) The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, a complete and accurate inventory (the "Inventory") of the Equipment. The Inventory shall describe the Equipment with reasonable specificity so that the Equipment can be readily identified. The Inventory shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the disposition or use of funds paid to the Contractor in connection with this Agreement, and any of their duly designated representatives.

(iv) Within thirty (30) days of the termination of this Agreement, the Contractor shall file with the Department and the Comptroller a final Inventory. The Contractor shall dispose of the Equipment in accordance with instructions of the County. If the County does not provide disposition instructions within thirty (30) days of termination, then the Contractor shall contact the Commissioner in writing and request disposition instructions.

(d) The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Publications. The Contractor shall not publish any research findings concerning the data ascertained in consequence of conducting the subject program without first obtaining the Office's and the Department's written approval. Any publication, presentation at a professional conference, or announcement of any nature, issued or authorized by the Contractor, relating to the subject program shall acknowledge the Office's and the Department's support in clearly legible print using the following statement: "Contractor and/or program is funded by the New York State Office of Alcoholism and Substance Abuse Services and the Nassau County Department of Drug and Alcohol Addiction."

19. Funding. Funding for this Agreement is contingent on the availability of New York State funds for this purpose. If subsequent to the execution of this Agreement, additional New York State funds are made available to the County, and the County Legislature makes a budgetary appropriation for this purpose, the County may allocate to the Contractor a portion of these additional funds. Such allocation shall be accomplished by formal written amendment of this Agreement and the budget attached hereto. Payment to the Contractor of any such additional allocation shall be made on a reimbursement basis for amounts actually expended as provided for elsewhere in this Agreement.

20. Certifications. (a) The Contractor hereby certifies that, to the best of its knowledge, it is in compliance with the Office's requirements regarding lobbying as set forth in Exhibit "A" attached hereto.

(b) The Contractor hereby certifies that, to the best of its knowledge, it is in compliance with the Office's requirements regarding Environmental Tobacco Smoke as set forth in Exhibit "B" attached hereto.

(c) The Contractor hereby certifies that, to the best of its knowledge, it is in compliance with the Office's requirements regarding Closely Allied Entities as set forth in Exhibit "C" attached hereto, and that the information provided by the Contractor in Exhibit "C" is true and correct to the best of its knowledge.

21. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

22. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

23. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

National Society for Hebrew Day Schools

By: Martin Wajofsky
Name: MARTIN WANAROFSKY
Title: EXECUTIVE DIRECTOR
Date: 5/1/15

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
☐ Title: Chief Deputy County Executive
☐ Title: Deputy County Executive
Date: _____

PLEASE EXECUTE IN **BLUE** INK

STATE OF NEW YORK)

)ss.:

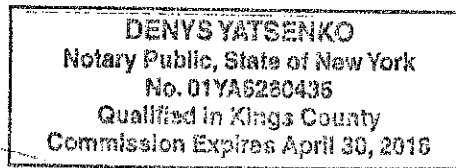
COUNTY OF NASSAU)

D.V. Kings

On the 1st day of May in the year 2015 before me personally came Martin Wang to say me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Kings; that he or she is the Executive Director of National Society for African Diaspora the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Denys



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 201__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a **Deputy County Executive of the County of Nassau**, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

EXHIBIT A

**NEW YORK STATE OFFICE OF ALCOHOLISM AND SUBSTANCE ABUSE SERVICES
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans and Cooperative Agreements

The Contractor certifies, to the best of its knowledge and belief, that:

1. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.

2. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

Agency: National Society for Hebrew Day Schools

Legal Name of School or Contractor

By: Martin Wengrofsky

Name: MARTIN WENGROFSKY

Title: EXECUTIVE DIRECTOR

Date: 5/1/15

EXHIBIT B

NEW YORK STATE OFFICE OF ALCOHOLISM AND SUBSTANCE ABUSE SERVICES CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Certification for Contracts, Grants, Loans and Cooperative Agreements

Public law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residents; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification the Contractor certifies that the Contractor will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The above recited language reflects the federal requirements or all federally funded programs. However, New York State Public Health Law 1399-o, governing smoking in public places and facilities, is more restrictive than the federal law. In all instances, if any state or local law, rule or regulation is more restrictive than the applicable federal law then all terms of the state or local law, rule or regulation shall apply.

Agency: National Society for Hebrew Day Schools

Legal Name of School or Contractor

By: Martine Wangrofsky

Name: MARTIN WANGROFSKY

Title: EXECUTIVE DIRECTOR

Date: 5/1/15

EXHIBIT C

Section F of the Entity Identification; NYS Charities Registration Information; and Required Certification Form to the OASAS Contract Document

F. CLOSELY ALLIED ENTITIES CERTIFICATION

The undersigned (authorized official signing for the applicant organization) certifies that the following information is correct:

Does your organization have a relationship with any entity which meets the criteria (of a closely allied entity (CAE), as defined in Local Services Bulletin No. 1999-02, issued on January 29, 1999.

☐ YES ☒ NO

If YES, please identify each entity below and, by checking the box next to each, in the column labeled "In Compliance", certify that, in accordance with OASAS policy on closely allied entities, as delineated in Local Services Bulletin No. 1999-02:

Amounts included in the provider's OASAS approved annual budget and State Aid expenditure reimbursement claims, for service provider expenditures involving any and all transactions with a CAE, including the leasing of property and/or the purchase of good and/or services from a CAE are/will be restricted to the lesser of the actual cost to the CAE or fair market value of the transaction.

All funds available to the service provider, through fund raising activities carried out by a CAE on behalf of the service provider, are/will be reflected in the service provider's OASAS approved annual revenue budget.

Documentation is/will be maintained to full demonstrate compliance with OASAS policy.

CAE Name	In Compliance
	<input type="checkbox"/>
	<input type="checkbox"/>
	<input type="checkbox"/>

Agency: National Society for Hebrew Day Schools

Legal Name of School or Contractor

By: Martin Wangrofsky
Name: Martin Wangrofsky
Title: Executive Director
Date: 5/1/2015

EXHIBIT D

BUSINESS ASSOCIATE ADDENDUM

This addendum ("Addendum") is effective as of the effective date of the Agreement (as such term is defined below) and amends and is made part of an agreement (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Agreement") by and between **National Society for Hebrew Day Schools** (the "Contractor") and Nassau County, a New York municipal corporation, acting on behalf of the County Department of Human Services, Office of Mental Health, Chemical Dependency and Developmental Disabilities Services (collectively, the "County"). The County, and the Contractor mutually agree to modify the Agreement to incorporate the terms and conditions of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (45 C.F.R. Parts 160-164) (collectively, "HIPAA").

WITNESSETH:

WHEREAS, the County wishes to allow the Contractor to have access to Protected Health Information ("PHI"), including but not limited to, Electronic Protected Health Information ("EPHI") which is either provided to the Contractor by the County, or received, viewed, or created by the Contractor on behalf of the County in the course of performing the Services hereinafter set forth;

WHEREAS, the Contractor requires access to such PHI and EPHI to effectively perform the Services;

WHEREAS, the County is required by the Privacy and Security Rules promulgated pursuant to HIPAA to have a written agreement with the Contractor with respect to the use and disclosure of PHI and EPHI; and

WHEREAS, the parties desire to enter into this Addendum to set forth the terms and conditions pursuant to which PHI and EPHI will be handled by the Contractor and certain third parties, as applicable, during the duration of the Agreement of which it is a part, and upon that Agreement's termination, cancellation, expiration, or other conclusion.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. DEFINITIONS

1.1 Capitalized terms used, but not otherwise defined, in this Addendum shall have the meaning set forth in HIPAA at 45 CFR §§160.103, 164.103 and 164.501.

1.2 Designated Record Set. "Designated Record Set" shall have the meaning set forth in 45 C.F.R. §164.501.

1.3 Electronic Protected Health Information. "Electronic Protected Health Information" or "EPHI" shall have the meaning set forth in 45 C.F.R. § 160.103.

1.4 HHS. "HHS" shall mean the U.S. Department of Health and Human Services, or any successor agency thereto.

1.5 Individual. "Individual" shall have the same meaning as the term "individual" set forth in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

1.6 Privacy Officer. "Privacy Officer" shall have the meaning set forth in 45 C.F.R. §164.530(a)(1).

1.7 Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information provided at 45 CFR Part 160 and Part 164.

1.8 Protected Health Information or PHI. "Protected Health Information," or "PHI" shall have the same meaning as the term "protected health information" set forth in 45 CFR § 160.103.

1.9 Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.

1.10 Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee, or their respective successors.

1.11 Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

1.12 Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164.

1.13 Standard Transactions. "Standard Transactions" shall have the meaning set forth in 45 C.F.R. §162.103.

2. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE CONTRACTOR

2.1 Use and Disclosure to Provide the Services to the Contractor. The Contractor provides or will provide to, for, or on behalf of the County certain services (the "Services"), which Services require the use and/or disclosure of PHI pursuant to and as described in the Agreement, of which this Addendum is made a part. Except as otherwise expressly provided herein, the Contractor may use or disclose PHI in relation to such Services only as necessary to comply with applicable state and federal laws and to satisfy its obligations hereunder, as long as such use or disclosure of PHI would not violate (a) the Privacy Rule if done by the County and (b) any other applicable federal or state law which imposes requirements of confidentiality on the use and/or disclosure of PHI more stringent than those imposed by the Privacy Rule ("Other Legal Requirements").

If there shall exist any conflict between the requirements of the Privacy Rule and the Other Legal Requirements, the Contractor shall comply with both, to the extent possible, and otherwise with the more stringent requirements. All other uses or disclosures of the PHI not expressly authorized herein are strictly prohibited.

2.2 Use and Disclosure for Management and Administration Purposes. In addition to the uses and disclosures described above, the Contractor may:

a. use PHI for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor provided that such uses are permitted under applicable state and federal laws;

b. disclose PHI in its possession to third parties for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor, provided that the Contractor shall represent to the County, promptly in writing, that: (i) the disclosures are Required by Law, or (ii) the Contractor has obtained from the third party written assurances regarding its confidential handling of such PHI as required under 45 C.F.R. §164.504(e)(4). For such written assurances to be satisfactory, they must bind the third party to:

i) maintain the confidentiality of PHI in its possession and limit the use and/or disclosure of such PHI to the purposes for which the Contractor disclosed the PHI to the third party, unless otherwise Required by Law; and

ii) immediately notify the Contractor (who shall immediately notify the County) of any instance in which the third party learns of any unauthorized use and/or disclosure of such PHI.

3. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO PHI

3.1 Contractor's Responsibilities. With respect to any use and/or disclosure of PHI, the Contractor hereby agrees that it shall:

a. use and/or disclose PHI only as permitted or required by this Addendum, as required by the Privacy Rule, or as otherwise Required by Law;

b. implement comprehensive procedures for mitigating any harmful effects from any unauthorized use and/or disclosure of PHI by the Contractor, its agents or subcontractors;

c. report to the County's designated Privacy Officer, in writing, any use and/or disclosure of PHI which is not authorized hereunder of which the Contractor becomes aware or has knowledge within one (1) day of the Contractor's discovery of such unauthorized use and/or disclosure. The Contractor's report of such unauthorized use and/or disclosure shall specify at least: (i) the nature of the unauthorized use and/or disclosure; (ii) the specific PHI that was disclosed; (iii) the party responsible for making the unauthorized use and/or disclosure; (iv) what, if any, actions the Contractor has taken or will take to limit the extent of the unauthorized use(s) and/or disclosure(s), and to mitigate the damage resulting therefrom; (v) what, if any, corrective actions the Contractor has or will take to prevent further unauthorized uses and/or disclosures; (vi) when such corrective measures will be taken (if they have not already been completed), and, as applicable, an explanation of why they have not already been completed; and (vii) provide the County with any other information it reasonably requests;

d. develop, implement, maintain and utilize appropriate administrative, technical, and physical safeguards, in compliance with the Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), the Privacy Rule, and any other regulations now in effect or later issued by HHS which implement HIPAA, to preserve the integrity and confidentiality, and to prevent unauthorized use and/or disclosure, of PHI;

e. require any of its subcontractors and/or agents that receive, use, or have any access to PHI, as authorized by this Addendum, to enter into a written agreement, which agreement shall contain provisions substantially similar to this Addendum, to comply with the same obligations and restrictions as are required of the Contractor hereunder;

f. provide the Secretary of HHS with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for compliance investigations;

g. within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Addendum. Such access shall be at the Contractor's place of business during normal operating hours;

h. within five (5) days of receipt of a written request from the County, provide the County with such information as is requested to permit it to respond to a request by an Individual for an accounting of disclosures of all PHI related to the Individual;

i. subject to Section 7.4 below, within thirty (30) days of the earlier of the termination of the Agreement or this Addendum, return to the County or destroy all PHI in its possession. The Contractor shall not retain any copies of such information in any form; and

j. disclose to its subcontractors, agents, and any other third parties, and request from the County, only the minimum PHI necessary to conduct or fulfill a specific function authorized hereunder.

3.2 Responsibilities of the Contractor with Respect to Access, Amendment, Restrictions, and Accounting of Disclosures of PHI. The Contractor hereby agrees to do the following with respect to providing access to PHI, amending inaccuracies contained in PHI, restrictions regarding PHI, and accounting for disclosures of PHI in its possession:

a. at the request of, and in the time and manner designated by the County, provide access to any PHI contained in a Designated Record Set to the County or to the Individual who is the subject of such PHI or his or her authorized representative, as applicable, to satisfy a request for inspection and/or copying under 45 C.F.R. § 164.524;

b. at the request of, and in the time and manner designated by the County, make any amendment(s) that the County so directs, or permit the County access to amend, any portion of the PHI pursuant to 45 C.F.R. § 164.526 to allow the County to comply with the Privacy Rule;

c. at the request of, and in the time and manner designated by the County, comply with any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted; and

d. record each disclosure that the Contractor makes of PHI for the County to respond to an Individual's request for an accounting in accordance with 45 C.F.R. §164.528. Such record shall include, but not be limited to: (i) the date of disclosure; (ii) the name and address of the Individual or organization to whom the disclosure was made; (iii) a description of the PHI disclosed; and (iv) a statement of the purpose for the disclosure (collectively the "disclosure information"). If the Contractor makes multiple disclosures of PHI to the same person or entity for a single purpose, the Contractor may provide: (i) the disclosure information for the first disclosure; (ii) the frequency, periodicity, or number of these repetitive disclosures; and (iii) the date of the last of these repetitive disclosures. Such disclosure information must be kept by the Contractor for a period of not less than six (6) years from the date of disclosure.

4. RESPONSIBILITIES OF THE COUNTY WITH RESPECT TO PHI

4.1 Responsibilities of the County. With respect to any use and/or disclosure of PHI, the County hereby undertakes to do the following to the extent material to the PHI held by the Contractor:

a. inform the Contractor of any changes in the County's Notice of Privacy Practices (the "Notice"), which the County provides to Individuals pursuant to 45 C.F.R. §164.520, and provide the Contractor a current copy of such Notice and a copy of all updated versions thereof prior to their effective date;

b. inform the Contractor of any changes in, or withdrawal of, any relevant authorization provided to the County by Individuals pursuant to 45 C.F.R. §164.508, which impact the Contractor under the Agreement;

c. inform the Contractor of any applicable decisions made by any Individual to opt-out of allowing his or her PHI to be used for fundraising activities of the County pursuant to 45 C.F.R. §164.514(f), which impact the Contractor under the Agreement; and

d. notify the Contractor, in writing, of any arrangements permitted or required under 45 C.F.R. parts 160 and 164, which impact the use and/or disclosure of PHI by the Contractor under the Agreement, including, but not limited to, restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. §164.522 agreed to by the County.

4.2 Responsibilities of the County with Respect to Access, Amendment, Restrictions and Accounting of Disclosures of PHI. The County hereby agrees to do the following regarding access to PHI, amendments to inaccuracies contained in PHI, and restrictions regarding PHI in the Contractor's possession, to the extent material to the PHI held by the Contractor:

a. notify the Contractor, in writing, of any PHI that the County seeks to make available to an Individual pursuant to 45 C.F.R. § 164.524 and the time, manner, and form which the Contractor shall provide such access;

b. notify the Contractor, in writing, of any amendment(s) to PHI in the possession of the Contractor that the Contractor shall make and inform the Contractor of the time, form, and manner in which such amendment(s) shall be made; and

c. notify the Contractor, in writing, of any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted.

5. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO EPHI

5.1 The Contractor's Responsibilities. With respect to any use and/or disclosure of EPHI, Contractor agrees that it shall:

a. implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of the County. Contractor shall be responsible for ensuring that such safeguards are adequate to comply with the requirements of the Security Rule.

b. ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.

c. report to the County, in writing, any Security Incident within three (3) business days of becoming aware of such Security Incident. Without limiting the foregoing, the Contractor shall report to the County regarding whether such Security Incident has resulted in a breach of the Security Rule.

d. upon the County's request, provide the County with immediate access to the Contractor's security systems and programs in order for the County to investigate any Security Incident or to audit the Contractor's security systems and programs. The Contractor acknowledges that the County has the right, but not the obligation, to access and audit the Contractor's security systems and programs.

e. provide the Secretary of HHS with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for compliance investigations.

f. within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Agreement. Such access shall be at the Contractor's place of business during routine operating hours.

6. COMPLIANCE WITH STANDARD TRANSACTIONS

6.1 Compliance with Standard Transactions by the Contractor. If the Contractor conducts in whole or in part Standard Transactions for or on behalf of the County, the Contractor shall:

a. comply and require all subcontractors and agents of the Contractor to comply with each applicable requirement of 45 C.F.R. Part 162; and

b. not enter into, or permit its subcontractors or agents to enter into, any trading partner addendum or agreement in connection with the conduct of Standard Transactions for or on behalf of the County that:

- i) alters the definition, data condition, or use of any data element or segment in any Standard Transaction;
- ii) adds any elements or segments to the maximum defined data set;
- iii) uses any code or data element that is marked "not used" in the Standard Transaction's specifications for execution or is not in the Standard Transaction's specifications for execution; or
- iv) changes the meaning or intent of the Standard Transaction's specifications for implementation.

7. TERMS AND TERMINATION

7.1 Term. This Addendum shall become effective as of the date first indicated above, and shall continue in effect until all of the PHI provided by the County to the Contractor, or created or received by the Contractor on behalf of the County, is destroyed or returned to the County, and all other obligations of the parties have been met, unless terminated by the County as provided in Section 7.2. If it is infeasible to return or destroy such PHI, then such PHI shall continue to be protected as set forth in Section 7.4.

7.2 Termination by the County. As provided for under 45 C.F.R. §§ 164.504(e)(2)(iii) and 164.314(a)(2)(i), the County may (a) exercise its rights under Section 7.3 below or (b) immediately terminate the Agreement if the County, in its sole discretion, determines that the Contractor has breached a material term of this Addendum. The County may exercise such right to terminate the Agreement by providing the Contractor with written notice of its intent to terminate specifying the material breach of the Agreement that provides the basis for termination. Such termination will be effective immediately, unless another date is specified in such notice.

7.3 Opportunity to Cure. As provided for under 45 C.F.R. § 164.504(e)(2)(iii) and notwithstanding Section 7.2 hereof, the County may terminate the Agreement, after notice and opportunity to cure as herein provided, if the County, in its sole discretion, determines that the Contractor has unintentionally breached a material term of this Addendum. If the County decides to provide an opportunity to cure in such case, it shall: (a) provide the Contractor with written notice of the existence of an alleged material breach; and (b) afford the Contractor an opportunity to cure the alleged material breach. Failure to cure within fourteen (14) days shall constitute grounds for the immediate termination of the Agreement by the County.

7.4 Effect of Termination. Upon the termination, cancellation, or any other conclusion of the Agreement, the Contractor shall, if feasible, return to the County or destroy all PHI, in whatever form or medium, pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I), including, but not limited to, PHI in the possession of its subcontractors and/or agents, within thirty (30) days of the effective date of the termination, cancellation, or other conclusion of the Agreement.

a. Once all PHI in the Contractor's possession or control, including, but not limited to, PHI in the possession or control of its subcontractors and/or agents, has been returned to the County or destroyed, the Contractor shall provide a written certification to the County regarding the return or destruction of such PHI within such thirty (30) day period. Such certification shall be relied upon by the County as a binding representation; and

b. if the Contractor believes that return or destruction of PHI in its possession and/or in the possession of its subcontractors or agents is infeasible, the Contractor shall notify the County of such infeasibility in writing. Said notification shall include, but not be limited to: (i) a statement that the Contractor has, in good faith, determined that it is infeasible to return or destroy the PHI in its possession and/or in the possession of its subcontractors or agents, as applicable, (ii) identification of the PHI that the Contractor believes it is infeasible to return or destroy, and (iii) the specific reasons for such determination. In addition to providing such notification, the Contractor shall certify within such thirty (30) day period that it will and will require its subcontractors or agents, as applicable, to limit any further uses and/or disclosures of such PHI to the purposes that make the return or destruction of the PHI infeasible.

8. INDEMNIFICATION

8.1 Indemnity. The Contractor agrees to indemnify and hold harmless the County and any of its affiliates, officers, directors, employees, attorneys, or agents (collectively, "Indemnitees") from and against any claim, cause of action, liability, damage, cost, or expense, including attorneys' fees and court or proceeding costs, and the fees and costs of enforcement of the indemnification rights provided herein, arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Addendum by the Contractor or any subcontractor, agent, person, or entity under the Contractor's control.

8.2 Control of Defense. If any Indemnitees are named a party in any judicial, administrative, or other proceeding arising out of or in connection with any use or disclosure of PHI by the Contractor or any subcontractor, agent, Individual, or organization under the Contractor's control, and such use or disclosure of PHI was not permitted by this Addendum, then any Indemnitee shall have the option at any time either: (i) to tender defense to the Contractor, in which case the Contractor shall provide qualified attorneys, consultants, and other appropriate professionals to represent the Indemnitee's interests at the Contractor's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case the Contractor shall be responsible for and pay the fees and expenses of such attorneys, consultants, and other professionals.

8.3 Control of Resolution. The Indemnitees shall have the sole right and discretion to settle, compromise, or otherwise resolve any and all claims, causes of actions, liabilities, or damages against them, notwithstanding that the Indemnitees may have tendered their defense to the Contractor. Any such resolution will not relieve the Contractor of its obligation to indemnify the Indemnitees under this Section.

9. CONFIDENTIALITY

This Addendum does not affect any other obligations in the Agreement to the extent not inconsistent herewith or not involving the confidentiality, use, or disclosure of PHI. This Addendum, however, does supercede all other obligations in the Agreement to the extent they are inconsistent herewith and involve the confidentiality, use, or disclosure of PHI.

10. MISCELLANEOUS

10.1 Survival. The respective rights and obligations of the Contractor and the County under the provisions of Sections 3, 4, 5, 7.4, and 8, solely with respect to PHI the Contractor retains in accordance with Section 7.4 because it is not feasible to return or destroy such PHI, shall survive the termination of the Agreement indefinitely. In addition, Section 9 shall survive termination of this Addendum indefinitely, notwithstanding whether the Contractor retains PHI in accordance with Section 7.4 hereto.

10.2 Amendments. The Agreement (including the terms of this Addendum) may not be modified, nor shall any provision of the Agreement be waived or amended, except in a writing duly signed by authorized representatives of the parties and expressly referencing the Agreement. Notwithstanding anything in the Agreement to the contrary, to the extent that the Privacy Rule or Security Rule, or any other applicable law related to the privacy or security of health information is materially amended, updated, or revised following the execution of this Addendum, the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the County to comply with the requirements of HIPAA.

10.3 No Third Party Beneficiaries. Nothing contained in the Agreement (including, but not limited to, this Addendum), whether express or implied, is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever in relation to the disclosure or use of PHI.

10.4 Cooperation and Disputes. Each party will reasonably cooperate with the other in the performance of the mutual obligations under this Addendum. If any controversy, dispute, or claim arises between the parties with respect to the Agreement (including, but not limited to, this Addendum), the parties shall make reasonable good faith efforts to resolve such matters informally.

10.5 Regulatory References. Any reference to any part or section of the CFR shall include such part or section as drafted upon the effective date of this Addendum and as it is subsequently updated, amended, supplemented, superceded, or revised.

10.6 Conflicts. Any conflicts or inconsistencies between the terms in this Addendum and terms in other parts of the Agreement shall be resolved in favor of the terms in this Addendum.

10.7 Interpretation. Any ambiguity in the Agreement (including, but not limited to, this Addendum) shall be resolved in favor of a meaning that permits the County to comply to the greatest extent possible with the Privacy Rule, the Security Rule and Other Legal Requirements.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of the date first indicated above.

NASSAU COUNTY

By: _____
Print Name: _____
Title: _____
Date: _____

National Society for Hebrew Day Schools

By: Martin Wangerofsky
Print Name: MARTIN WANGEROFSKY
Title: EXECUTIVE DIRECTOR
Date: 5/1/15

Appendix A
Program Narrative

Attention

Pontrelli, Paula (HHSNASSAUCOUNTYNY)

Paula.Pontrelli@hhsnassaucountyny.us

Please forward the following w pages Appendix A – Program Narrative to Ms. Paula Pontrelli

APPENDIX A – PROGRAM NARRATIVE 2015
CHEMICAL DEPENDENCY SERVICES
PREVENTION

School District/Agency Name:

National Society for Hebrew Day Schools/Naussay County Component

Program Sites:

OASAS approved:

- 1) Hebrew Academy of Nassau County, 609 Hempstead Avenue, West Hempstead, NY 11552;
- 2) Hebrew Academy of Nassau County, 25 Country Drive, Plainview, NY 11803;

Model Groups only, OASAS approval not required at site:

- 3) Hebrew Academy of Five Towns and Rockaway, 33 Washington Avenue, Lawrence, NY 11559;
- 4) Yeshiva Toras Chaim at South Shore, 1170 William Street, Hewlett, NY 11557

Addresses: See above

Contact Person:

Martin Wangrofsky, LCSW, ACSW, Executive Director

OASAS Program/PRU#:

School Based Prevention – 90326 and 90742

1. PROGRAM DESCRIPTION:

a) Program Goals (Provide an overview of the program's purpose):

We are a school-based prevention program providing both in-school and out-of-school (at our Brooklyn administrative office) services to strengthen protective factors and reduce risk factors related to drug, alcohol, and tobacco use; abuse; and problem gambling.

b) Program Objectives (Describe the type of services provided; Specify which Model Programs are or will be delivered):

We have and continue to provide individual counseling and Model Programs to the students in the schools we service. The Model Programs that we have used are: Second Step, Primary Project, Olweus Bullying, and Active Parenting Now.

c) Description of the Target Population Served:

Our Target Population is the Hebrew Day School students who attend Hebrew Day Schools and Yeshivas and their families.

d) Service Utilization:

Service Type	2013-14 Actual	2014-15 Projected	2015-16 Projected
# Receiving Prevention Counseling	12 (47)*	11 (52)	11 (52)
# Participating in Model/Non-Model Program	130	137	137
# Participating in Single Session/Single Continuing	168	171	174
# Receiving Environmental Services	0	0	0

*Numbers in parentheses are the number of assessment sessions

2. PARTICIPANT OUTCOMES:

a) Describe, in numerical terms, the expected participant centered outcomes to result from the delivery of program services (% changes in behaviors, culture, norms):
To increase social skills by 10%

0) Describe the methods and instruments used to measure individual and aggregated participant outcomes:
Individual social skills instrument

3. STAFFING:

Position Type	FTE 2014 YTD	FTE 2015 Budgeted
Prevention Counselor	0.19	0.19
Prevention Counselor	0.34	0.43
Prevention Counselor	--	0.38
Clinical Supervisor	0.17	0.17
Clinical Supervisor	0.10	0.10

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

MARTIN LANCROFSKY, (Name)
1843 E 29 ST BKLYN (Address)
718 - 787-4412(W) (Telephone Number)
718- 375-0908

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor _____ has ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action has ☒ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

5/1/15
Dated

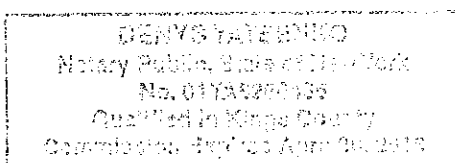
Martin Wangrofsky
Signature of Chief Executive Officer

Martin Wangrofsky
Name of Chief Executive Officer

Sworn to before me this

1st day of May, 2015.

[Signature]
Notary Public



COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: NATIONAL SOCIETY FOR HEBREW DAY SCHOOLS
Address: 813 QUENTIN RD SUITE 203 COUNTY
City, State and Zip Code: BKLYN NY 11223
2. Entity's Vendor Identification Number: 100026228

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☒ Other (specify) DIVISION OF A CORPORATION (WE ARE A NOT-PROFIT)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

SEE ENCLOSED LISTS (OUR PARENT
BOARD OF DIRECTORS & OUR ADVISORY BOARD)

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

THERE ARE NO PARTNERS - WE
ARE A NON-PROFIT AGENCY (BUT WE
ARE ENCLOSING OUR PARENT'S
OF DIRECTORS' AND OUR ADVISORY
BOARD MEMBERSHIPS)

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company.

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

NONE - N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N.A.

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated:

5/21/15

Signed:

Martin Wargofsky

Print Name:

MARTIN WARGOFSKY

Title:

EXECUTIVE DIRECTOR

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

National Society for Hebrew Day Schools / CounterForce
Advisory Board 2014-2015

Three Year Term Through 2018

Dr. Marcel Biberfeld

Rabbi Oscar Ehrenreich

Rabbi Joseph Gelman

Mr. Chaim Leibel

Rabbi Dovid Nojowitz

Rabbi Asher Sabo

Dr. Julian Seewald

Dr. Meir Wikler

Dr. Shmuel Zentman

ADVISORY BOARD

NAME		ADDRESS	CITY	STATE	ZIP
Dr. Marcel Biberfeld	Director of Psychiatry Maimonides Hospital	4824 11th Avenue	Brooklyn	NY	11219
Rabbi Oscar Ehrenreich	Principal -- Bais Yaakov of Boro Park	1754 E 29th Street	Brooklyn	NY	11229 am secty pm secty
Rabbi Joseph Gelman	Principal Masores Bais Yaakov	1395 Ocean Avenue	Brooklyn	NY	11230
Mr. Chaim Leibel	Innovative Insurance	1276 50th Street	Brooklyn	NY	11219
Rabbi Dov d Nojowitz	Director Torah Umesorah	620 Foster Avenue	Brooklyn	NY	11230
Rabbi Asher Sabo	Principal - Yeshiva Ketana Torah Vodaath	425 East 9th Street	Brooklyn	NY	11218
Dr. Julian Seewald	Dentist	1508 E 31st Street	Brooklyn	NY	11234
Dr. Meir Wikler	PsychoTherapist	4713 17th Avenue	Brooklyn	NY	11204
Dr. Shmuel Zentman	Businessman	2a Briarwood Lane	Suffern	NY	10901

National Society for Hebrew Day Schools / Torah U'Mesorah
Board of Directors 2014-2015

Three Year Term Through June 2017

Chairman of the Board	Dr. Shmuel Zentman
President	Rabbi Avraham Fruchthandler
Vice President	Gedaliah Weinberger
Secretary	Pinchos Lipschutz
Treasurer	Yakov Rajchenbach

Torah Umesorah Executive Committee

Last name	First Name	Place of Employment/Occupation	Home Address	City / State	zip
Biderman	Avrohom	Eagel Advisers LLC 225 Park Ave New York, NY 10169-0009 Chairman	5624 17 th Avenue	Brooklyn / NY	11204
Davis	Yosef	Managcare 3553 W Peterson Ave Chicago, IL 60659-3200 Owner	3540 West Thorndale Avenue	Chicago / IL	60659
Elbogen	Aaron	Tower 50 Capital Management LLC 1575 50 th St Brooklyn, NY 11219-3746 C.E.O.	1650 49 th Street	Brooklyn / NY	11204
Esformes	Morris	E M I Enterprises 6865 N Lincoln Ave Lincolnwood, IL 60712-4611 Owner	6556 North Drake Avenue	Lincolnwood / IL	60712
Finkelstein	Ephraim	Bond Trader -In process of moving-	5 Ash Street	Monsey / NY	10952
Fruchthandler	Avrohom	FBE Limited 111 Broadway New York, NY 10006-1901 C.E.O.	1109 East 7 th Street	Brooklyn / NY	11230
Gottesman	Shlomo	Real Estate Management 250 West 57 th St. New York, NY 10017 President	650 West End Avenue	New York / NY	10025
Hanover	Leib	Hirsch Oelbaum Bram & Hanover CPA 111 Broadway New York, NY 10006-1901 C.P.A.	1174 East 21 st Street	Brooklyn / NY	11210
Herbstman	Simcha	Nomura Securities Int'l, Inc. 2 World Financial Center Building B New York, NY 10281 Director	7 Ash Street	Monsey / NY	10952
Lipschutz	Pinchos	Yated Neeman Incorporated 53 Olympia Ln Monsey, NY 10952-2829 Editor	53 Olympia Lane	Monsey / NY	10952

Torah Umesorah Executive Committee

Rieder	Yussi	The Rieder Organization 220 Gibson Blvd Clark, NJ 07066-1440 Property manager	5702- 11 th Avenue	Brooklyn / NY	11219
Torgow	Gary	Sterling Group Management 220 W Congress ST. Fl. 5th Detroit, MI 48226-3280 President	14661 Ludlow	Oak Park / MI	48237
Weinberger	Gedaliah	American Healthware Systems Inc. 4522 Fort Hamilton Pkwy Brooklyn, NY 11219 C.E.O.	1751 East 23 rd Street	Brooklyn / NY	11229
Wolfson	Avrohom	One State Equities 1 State Street Plz. Fl. 29th New York, NY 10004-1593 President	1179 East 21 st Street	Brooklyn / NY	11210
Zentman	Shmuel	Manhattan Textile 118 John F Kennedy Dr N Bloomfield, NJ 07003-337 President	2a Brianwood Lane	Suffern / NY	10901
Rajchenbach	Yaakov	ITEX Company 6633 N Lincoln Ave Lincolnwood, IL 60712-3625 C.E.O.	6301 North Central Park	Chicago / IL	60659